CCECC BALKAN
NO. NSJ-OOR-2022-052
DATE 2022-12-28

CONTRACT OF WATER SUPPLY PIPELINE RELOCATION

Concluded on December 28, 2022, in Novi Sad, between:

1. **CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD** (abbreviated: CCECC Balkan) from Belgrade-Zemun, Address: Batajnički drum 3. deo 6a, Registration No.: 29507031, Tax ID: 109874997, represented by the Representative of the branch of the foreign citizen CHEN, Zhongzheng, Passport No.: PE2146197 from the People's Republic of China (hereinafter: **Contractor**) on the one side.

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2. **ŽELJKO KARAN PR, SZTR MŽ-KARAN VETERNIK** (abbreviated: Mž-Karan VETERNIK) from Veternik, Address: Poenkareova 12, 21203, Registration No.: 55914958, Tax ID: 102735805, represented by the Director Željko Karan, ID: 2102961381007, from Republic of Serbia and foreman Miroslav Karan ID: 1808990381004 (hereinafter: **Subcontractor**) on the another side.

Together designated as the **Contracting Parties**.

The Contract was concluded in the manner and according to the conditions as follows:

The Subject of the Contract

Article 1

1.1 The subject of this Contract is drainage for underpass and overpass bridges, with purchase and installation, on part of the railway section Novi Sad – Vrbas, according to the design drawing and specifications demand by the requirement.

1.2 Everything is in accordance with the valid regulations, technical norms and mandatory standards that apply to this type of work, the valid project for drainage for underpass and overpass according to the Subcontractor's Offer No. Ponuda br 122/2022 from 06/12/2022, which forms an integral part of this contract.

1.3 Business cooperation will begin after the signing of the contract and will end after the completion of the works and obtaining good test results.

The Obligations of the Contracting Parties

Article 2

2.1 The **Subcontractor** is obliged to:

1) perform work in all respects according to: valid legal regulations, valid technical regulations, norms and standards, generally accepted rules of the profession and the standard of care of a good businessman and according to the provisions of this contract and its eventual amendments and additions (annex) and the valid relocation project provided by the Contractor;

2) perform works according to the submitted technical documentation and in accordance with regulations, standards, including accessibility standards, technical norms and quality standards that apply to certain types of works;

3) perform the works that are the subject of this Contract with its personnel potential, its machinery, as well as other means of work.

4) organize the construction site in such a way as to ensure access to the location, protection of the environment for the duration of the works;
5) provide proof of the quality of the works performed, including the materials;
6) keep a Construction Diary, a construction book and ensures the inspection book;
7) provide and submit a decision on the determination of the responsible contractor at the construction site.
8) undertake to perform all the necessary actions and provide all the necessary services in the name of the performance of the contracted work within the framework of the performance of the works described in the Contract, including: submission of the construction plan according to the construction drawings, contacting the Holder of the Public Authorities, ensuring and covering material applied satisfied the specification, complete all related construction works to complete the handover and obtain approval from Owner.

2.2 The **Contractor** is obliged to:
1) enable the Subcontractor to access the construction site after starting the work in order to start the execution of the works;
2) inform the Subcontractor immediately about changes and additions to the approved investment-technical documentation during the execution of works.
3) deliver to the Subcontractor all necessary technical documentation for the execution of the works;
4) makes regular payments to the Subcontractor timely, in accordance with the contract;
5) ensure permanent supervision of the works that are the subject of the contract;
6) notify the Subcontractor of all information related to the works;
7) act timely on the remarks of the Subcontractor, which refer both to the performance of the works itself and to the observed remarks in the technical documentation.

The Value and the Price Determination

Article 3

3.1 The agreed value, which is the subject of this Agreement, amounts without VAT to **42.346.258,00** RSD (in words: forty-two million three hundred forty-six thousand two hundred fifty-eight Serbian dinars only) for the performance of works on part of the railway section Novi Sad - Subotica, drainage works based on Subcontractor's Offer No. 122/2022 from 6/12/2022 in accordance with the Special Regulations on Construction.
3.2 This is a lump sum contract, and each interim payment will be paid when the supervisor accept the completed works and payment will be within 30 days after received the official invoice then acceptable by both parties.

Term and Method of the Payment

Article 4

4.1 The contractor will make an advance payment to the contractor's account in amount of 30% of the contract price, within 3 days of signing the contract and subcontractor shall provide a promissory note as a guarantee for the refund of the advance payment 30% to contractor immediately after signing the contractor.

4.2 The contractor shall pay the executed works through verification interim payment certificates according to each Month completed the works, deducted by:
1) 40 % for the refund of the advance payment until the full advance payment is justified, after which the Contractor receives the full amount for the completed works;
2) 10% on behalf of the retention money;
4.3 Upon issuance of the Certificate of Acceptance of Works, the Contractor shall pay half of the retained retention quota (5% of the value of the completed works), and the remaining 5% of the value of the completed works will be released after the end of the Defects Notification Period.
Defects Notification Period shall last 12 (twelve) months, commencing from the day when the Subcontractor receives the Taking over Certificate, issued by the Contractor.

The Deadline for the Execution of the Works

Article 5

5.1 The subcontractor is obliged to perform the works from this Contract within deadlines that do not jeopardize the dynamics plan of the performance of other works, which is an integral part of this Agreement (Annex 1). If during the execution of other works, there is a deviation from the agreed dynamics, the Subcontractor is obliged to adjust to the innovated plan without any claim for compensation.
The subcontractor will start the performance of each group of works (1-5) from offer 122/2022 within a period of no longer than 7 (seven) days from the notification received by the authorized representative of the Contractor.
The construction period will be controlled after one year. If the construction period is longer than one year, the price can be changed with the consent of both parties.
During the performance, the Subcontractor is obliged to cooperate with Subcontractor for the construction of the overpass (but not limited to) and be ready to incorporate the appropriate elements from his contract into the construction. The Subcontractor remains responsible for the quality of all its work. Preliminary acceptance of those work will be carried out throw Construction diary, by the Responsible engineer and Supervisor.

5.2 The start and end of the works will be recorded in the Construction Diary.

The Impossibility to Fulfill the Obligations

Article 6

6.1 Since the drainage for underpass and overpass work are discontinuity, Subcontractor will fulfill the work in stage, Subcontractor shall not claim the compensation from the Contractor for this reason.

The Duration of the Contract

Article 7

7.1. The Contract ends with legal effect on the day of settlement of all contractual obligations.

The Extension of the Deadlines

Article 8

8.1 The deadline for the completion of the works can be changed or extended in cases of emergency events that could not have been foreseen at the time of the conclusion of the contract and at the time of taking possession and which the contracting parties could not have avoided.
8.2 Emergency events include: natural disasters (earthquake, flood, ice rink, low temperatures below minus 10°C and above plus 42°C) and other natural disasters and events whose occurrence could not be predicted in advance as a state of emergency.
8.3 The occurrence, duration and cessation of emergency events and circumstances are recorded in the Construction Diary.
8.4 The Subcontractor has the right to request an extension of the agreed term for as long as the circumstances specified in Art. 8 of this contract, which caused interruption or delay of works.
8.5 The Subcontractor is obliged to submit a request for an extension of the deadline to the Contractor as soon as he learns of the reasons from Art. 8 of this contract.

The Warranty

Article 9

9.1 The Subcontractor provides a warranty for the performed works and materials for a period of 24 (twenty-four) months from the day of handover of the works, which will be stated in the Record of handover of the works.

The Handover of The Completed Works

Article 10

10.1 The handover is carried out by means of the record of the handover of the performed works, which is verified by the signature of the Contractor and Subcontractor.
10.2 The Contractor is obliged to schedule the handover of the performed works within 7(letters: seven) days from the date of the Subcontractor's written notification that the works have been completed, after the completion of the works and the written notification to the Subcontractor that the works in question have been completed.
10.3 In the event that the Contractor has objections to the performed works, he will invite the Subcontractor to eliminate the deficiencies within 7 (in letters: seven) days, counting from the day of the written request. After the Subcontractor has eliminated the deficiencies within the specified period, the Contracting Parties will proceed to sign the Record of Handover of the Performed Works.

The Termination of the Contract

Article 11

11.1 Each contracting party may terminate the Contract only for the reason of non-fulfillment of contractual obligations of the other Contracting Party.
11.2 In the case from the previous paragraph, the Contracting Party that requests the termination of the contract due to non-fulfillment of the contractual obligations of the other Contracting Party, must first call the other Contracting Party to fulfill its contractual obligations and give it a deadline of 10 days to fulfill the contractual obligations.
11.3 If the Contracting Party, which is called upon to fulfill its contractual obligations, does not fulfill its contractual obligations even in the subsequent period, the Contracting Party that requests termination of the contract due to non-fulfillment of contractual obligations will send a statement of termination to the Contracting Party that has not fulfilled its contractual obligations.

11.4 The Contract is considered terminated on the day of receipt of the declaration of termination of the Contract. The contractual party that terminated the contract due to non-fulfillment of the contractual obligations of the other contractual party reserves the right to compensation for damages.

The Transfer and Revision of the Contract

Article 12

12.1 The contracting parties agree that the rights and obligations from this Contract cannot be unilaterally transferred without the consent of the other contracting party.

12.2 Any amendment or supplement to this Contract or additional obligation assumed by any of the Contracting Parties in connection with this Contract shall be binding only if it is made in writing and signed by both Contracting Parties.

Clausula Salvatorius

Article 13

13.1 In the event that any provision of this Agreement is held invalid or unenforceable, in whole or in part, all other provisions shall remain in effect and the provision or part of the provision that cannot be enforced shall be severed from this Agreement.

Confidentiality

Article 14

14.1. The Subcontractor undertakes to keep confidential all information obtained during the stay at the Contractor's premises for the purpose of carrying out works in the name of the realization of the contracted business cooperation and the implementation of actions and services performed in order to perform the works described in this Agreement.

The Governing Law and Dispute Resolution

Article 15

15.1 The provisions of the relevant laws in force in the Republic of Serbia, primarily the provisions of the Law on Obligations, shall be applied to everything that is not regulated by this Agreement.

15.2 The Contracting Parties agree to resolve any disputes that may arise during the validity of this Contract through mutual agreement and peaceful means, and if this is not possible, agree to the jurisdiction of the competent court in Belgrade.

The Number of the Specimens

Article 16

16.1 The contract is drawn up in 4 (four) identical copies, of which each contracting party keeps 2 (two) copies for its own needs.

The Language of the Contract

Article 17

17.1 The contract is written bilingually, in Serbian and English. In case of any contradiction, the English version shall prevail.

ŽELJKO KARAN PR, MŽ - KARAN, Poenkareova 12

For the Subcontractor

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Željko Karan

Director of Mž-Karan

For the Contractor

XUE, Hongxi

Authorized Representative of the Foreign Branch